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**AMENDMENT
OF OIL AND GAS LEASE
and RATIFICATION of
EDWARDS RANCH"A" UNIT**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

WHEREAS, on the 1st day of August, 2006, Mrs. Talmage Smith Hawthorne, Individually and as Trustee of The Hawthorne Family Trust, Lessor, did execute and deliver to Plover Production Company, Original Lessee, an Oil and Gas Lease, recorded as Instrument Number D206295850 in the Official Public Records of Tarrant County, Texas, as amended by that Amendment to Oil & Gas Lease recorded as Instrument Number D206374096 in the Official Public Records of Tarrant County, Texas (the "Lease"), covering 9.529 acres, more or less, as more particularly described on Exhibit "A" attached to the Lease (the "Lands");

WHEREAS, Plover Production Company assigned the Lease to XTO Energy Inc. ("Lessee") by assignment dated August 1, 2007, recorded as Instrument Number D208015102 in the Official Public Records of Tarrant County, Texas;

WHEREAS, Lessee, as the current owner and holder of the Lease, established the Edwards Ranch A Unit dated April 3, 2008, containing 150.926 acres of land, more or less, (the "Unit"), as set forth in that certain Unit Designation recorded as Instrument Number D208130524 in the Official Public Records of Tarrant County, Texas (the "Unit Designation"), and pooled 5.585 acres covered by the Lease in the Unit, leaving 3.944 acres un-pooled; and

WHEREAS, the Lease contains a provision that states that the Lands may only be pooled in their entirety and not partially and thus, the parties wish to amend the Lease as provided herein and to the extent necessary revive and reinstate the Lease as to the Lands, as provided herein.

NOW, THEREFORE, in consideration of the benefits and obligations of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

The parties hereby agree that the Lease is revived and reinstated as to the Lands upon the same terms and conditions as set forth in the Lease, as amended herein, and Lessor, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, the Lands, subject to the terms and provisions of the Lease, as amended herein, and ratify, confirm and adopt the Lease, as hereby amended. The Lease is hereby amended as follows:

Article 19 of the Exhibit "B" of the Lease is hereby deleted in its entirety.

Upon execution of this Amendment of Oil and Gas Lease and Ratification of Edwards Ranch A Unit, all terms and provisions of the Lease shall, except as expressly amended and modified herein, remain in full force and effect as originally written.

This Amendment of Oil and Gas Lease and Ratification of Edwards Ranch A Unit shall be binding upon and inure to the benefit of the undersigned, and their respective heirs, successors, legal representatives and assigns.

This instrument may be executed as one document signed by all the parties, or the parties named herein may join by execution of a counterpart, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes.

In addition, Lessor hereby ratifies and consents to the formation of the Edwards Ranch A Unit and the inclusion therein of that portion of the Lands that lies within said Unit.

IN WITNESS WHEREOF, this Amendment of Oil and Gas Lease and Ratification of Edwards Ranch A Unit is executed this the 15th day of Jan, 2008, but made effective for all purposes as of August 1, 2006.

ACCEPTED AND AGREED TO this 12th day of December, 2008.

Talmage Smith Hawthorne
Mrs. Talmage Smith Hawthorne, Individually
and as Trustee of The Hawthorne Family Trust

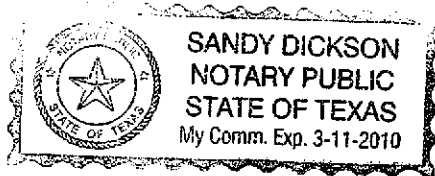
XTO ENERGY INC.

Edwin S. Ryan, FR.
Edwin S. Ryan, Senior Vice President - Land Administration *mm*

STATE OF TEXAS

COUNTY OF HOOD
~~TARRANT~~

This instrument was acknowledged before me the 12 day of Dec., 2008, by Mrs. Talmage Smith Hawthorne, Individually and as Trustee of The Hawthorne Family Trust.



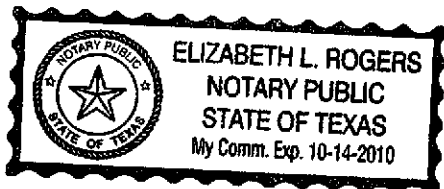
Sandy Dickson
Notary Public, State of Texas

Commission Expires: _____

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me the 15th day of Jan, 2008, by Edwin S. Ryan, Senior Vice President - Land Administration, XTO Energy Inc., a Delaware corporation on behalf of said corporation.



Elizabeth L. Rogers
Notary Public, State of Texas

Commission Expires: 10/14/10